

FLORIDA KEYS VILLAS – VACATION RENTAL AGREEMENT

Vacation Rental Address: 411 Sombrero Beach Road, Marathon, Florida 33060

Property managed by Owner/Manager: Liz Kohout — Venue/Jurisdiction: Marathon, Monroe County, Florida

Important: This Agreement supersedes any prior versions and includes Addendum A (Payments & Credit Card Authorization) and Addendum B (Damage & Post-Stay Charges). By signing or electronically accepting, Guest agrees to all terms herein and in the House Rules and online rules at FloridaKeysVillas.com /**Evergreen Ventures Holdings of Marathon LLC**. (name of credit card processing)

BOOKING WEBSITE AND PAYMENT PROCESSING DISCLOSURE

The Property is marketed and offered for rent through **FloridaKeysVillas.com**. However, all reservation payments, deposits, fees, taxes, and other charges may be processed by **Evergreen Ventures Holdings of Marathon, LLC**, the owner and/or manager of the Property.

Guest acknowledges and agrees that charges appearing on credit card, debit card, or bank statements may appear under the name **Evergreen Ventures Holdings of Marathon, LLC** rather than FloridaKeysVillas.com.

By submitting payment, Guest authorizes Evergreen Ventures Holdings of Marathon, LLC to process all charges due under this Agreement, including rental payments, taxes, security deposits, damage charges, cleaning fees, fines, and any other amounts owed pursuant to this Agreement.

Please read these pages carefully. By initialing below, Tenant acknowledges that they have reviewed and accepted the terms contained on this page. All Tenants listed on the reservation must provide initials where indicated throughout this Agreement.

Tenant Initials: _____ **Page 1 of 25**

1) Guest Information & Reservation Details

First Name: _____

Last Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Email: _____ Phone: _____

Driver's License #: _____

Total Price: _____

Check-In (4:30 p.m.) Date: _____

Check-Out Date (10:00 a.m. EST): Date: _____

Max Occupancy (Adults + Children): (Total and yes babies count too) _____

Approved Dogs #: _____ Boat/Trailer(s): _____

Signature: _____ Date: _____

2) Check-In/Out; Nature of Tenancy

- **Check-In:** After 4:30 p.m. EST
- **Check-Out:** 10:00 a.m. EST on the last day of the lease (no refunds for early departure).
- This is a **transient/vacation rental**; Guest is a transient or seasonal occupant. **Venue** for all disputes is **Marathon, Monroe County, Florida**. Guest is responsible for Owner's reasonable attorneys' fees to enforce this Agreement.

Tenant Initials: _____

3) Acceptance of Property (“As-Is”)

Opinions of condition vary. If Guest has not personally inspected, Guest assumes the risk of renting sight-unseen and agrees the Property is rented “**as-is**”, except as expressly stated here. No promises have been made beyond this Agreement.

Tenant Initials: _____

4) Noise & Neighborhood Respect

This is a residential area. **Comply with noise ordinances**; keep music and voices to a respectful level. **No** outside sound systems, microphones, PA speakers, amplification equipment, or boom boxes. No fireworks; no discharge of firearms; no profane or obnoxious behavior audible to neighbors. Violations may result in loss of deposit and/or immediate eviction.

Quiet Hours: 10:00 p.m. – 7:00 a.m.

Tenant Initials: _____

5) Use & Occupancy; Age; Prohibited Uses

Use Property solely as a private residence for **no more than the approved maximum persons**. No business, commercial, or unlawful use. No alterations or fixtures. **House trailers and RVs are not permitted**. Guest affirms **at least one responsible adult (25+)** will occupy at all times; minors may not occupy without an adult. **Unreasonable disturbance = eviction**.

Tenant Initials: _____

6) Damages, Loss, & Extra Cleaning

Guest agrees to pay for **any damage, loss, or missing items**, including pool/hot tub equipment, strollers, baby gear, toys, books, games, artwork, linens, and electronics. Guest agrees to **extra cleaning fees** for extraordinary messes (e.g., stickers on floors, spills/stains on carpet/upholstery, excessive pet hair, grease splatters, cooking overflows, bathroom negligence, moving furniture back in place). Examples do not limit Owner’s rights. See **Addendum B** for process and card charges.

Tenant Initials: _____

7) Alcohol & Drugs

Comply with Florida law: no alcohol for minors; no illegal drugs on the Property.

Tenant Initials: _____

8) Owner-Provided Items; Consumables

Owner provides standard household items commonly used by Owner's family (e.g., basic cookware, dishes, utensils, bed/bath linens). Guest is responsible for consumables (toilet paper, paper towels, soaps, detergents, shampoos, trash bags, etc.). Any consumables present may be used but are **not guaranteed** and are **not reimbursable**.

9) Linens

Treat all **linens** as if you're own. **Do not** use **white towels/washcloths** for makeup removal (staining is difficult to remove). **Don't wash black makeup towel with white lines or towels.** Property provides pillows, bed linens, bath towels, and beach towels (near the outdoors/pool bathroom).

10) PAYMENT TERMS, TAXES, SECURITY DEPOSIT, AND DAMAGE LIABILITY

Reservation Payment & Taxes

Deposit and balance are due per the Reservation/Invoice schedule. Florida/Monroe County occupancy taxes (currently **12.5%**) apply. Check payments are welcome for the final payment but you must let us know in advance and payment takes 10 business days to reach us by U.S. mail. (no card fee). Credit card payments may incur a **3–4% processing fee** depending on card type. See **Addendum A** for details.

To secure a reservation, Guest must pay the required reservation deposit at the time of booking.

The remaining balance, including all rental charges, taxes, fees, and any applicable security deposit, is due no later than **45 days prior to the scheduled arrival date**.

Reservations not paid in full by the final payment due date may be canceled by Owner, and all refunds, if any, shall be determined according to the Cancellation Policy.

Tenant Initials: _____

Taxes and Fees

Guest agrees to pay all applicable state, county, municipal, tourism, occupancy, sales, lodging, and other taxes required by law.

Tax rates are subject to change without notice. Any increase in taxes imposed after booking but before final payment shall be the responsibility of the Guest.

Tenant Initials: _____

Security Deposit

Any security deposit collected is intended solely to secure Guest's performance under this Agreement and to cover damages, excessive cleaning, missing items, unauthorized pets, unauthorized guests, violations of this Agreement, or other losses caused by Guest or Guest's invitees.

The security deposit shall not limit Guest's financial responsibility for damages or losses.

Damage, Loss, and Additional Charges

Guest is responsible for the cost of repairing or replacing any damage to the Property, furnishings, appliances, equipment, dock facilities, pool equipment, linens, towels, keys, remotes, or other property caused by Guest, members of Guest's party, invitees, visitors, or pets.

Guest further agrees to pay for:

- Missing or stolen items
- Excessive cleaning beyond normal wear and use
- Damage caused by pets
- Unauthorized occupancy or events
- Swimming pool or hot tube cleaning from tanning oils or kids
- Kayaks/Paddles and Life jackets-related cleaning or repairs
- Lockout service calls

- Excess utility usage caused by negligence or misuse
- Any fines, penalties, or charges resulting from violations of local laws and garbage cans rules, or governmental regulations

Tenant Initials: _____

Pool & Hot Tub Rules

Guests use the swimming pool and hot tub at their own risk. Children must be supervised by an adult at all times. (No babies in Hot Tubes)

To help maintain a safe and sanitary environment for all guests:

- Swim diapers are required for all infants and toddlers who are not fully toilet trained.
- Guests shall not enter the pool or hot tub if they are experiencing diarrhea, vomiting, contagious illness, or other conditions that may contaminate the water.
- No glass containers are permitted in or around the pool or hot tub area.
- Guests must follow all posted pool and hot tub safety rules.
- No dogs allowed in swimming pool
- No scuba equipment allowed in swimming pools (causes black Alge)
- No snorkeling equipment allowed in swimming pools (causes black Alge)
- No toys used in the ocean allowed in swimming pools (causes black Alge)
- Not suntan oils or tanning oils allowed in swimming pools (causes black oil streaks)

Tenant Initials: _____

Pool & Hot Tub Contamination

If the swimming pool or hot tub is contaminated due to the actions of Guest, members of Guest's party, invitees, visitors, or pets, Guest shall be responsible for all costs associated with cleaning, sanitizing, repairing, draining, refilling, and restoring the pool or hot tub to a safe operating condition.

Contamination includes, but is not limited to:

- Fecal accidents (solid or liquid)
- Vomit
- Urine requiring remediation
- Blood contamination requiring special treatment

- Food, beverages, glass, or foreign objects introduced into the water
- Pet waste
- Excessive sand, mud, or debris requiring extraordinary cleaning

Guest agrees that the Owner may deduct such costs from the security deposit and/or charge the credit card on file for all related expenses, including:

- Professional cleaning charges
- Pool or hot tub service calls
- Water replacement costs
- Chemical treatment costs
- Equipment cleaning or repair
- Loss of rental income resulting from the pool or hot tub being unavailable for future guests

The minimum charge for contamination requiring professional treatment shall be \$250, with actual costs charged if expenses exceed that amount.

Damage and Extraordinary Cleaning

Guest shall be responsible for any extraordinary cleaning or repairs required as a result of negligence, misuse, intentional acts, or violations of this Agreement. Such charges may include but are not limited to:

- Excessive trash removal
- Smoke or odor remediation
- Pet-related cleaning
- Stain removal
- Upholstery or carpet cleaning
- Pool or hot tub contamination
- Damage to furnishings, appliances, docks, boats, or outdoor equipment (pool tables, kayaks, games and toys)

These charges are separate from and in addition to normal cleaning fees.

This language is much clearer and specifically addresses situations such as a baby having a diaper accident, someone vomiting in the hot tub, or contamination that forces you to close and treat the pool. It also gives you the right to recover both cleanup costs and lost rental income if the amenity becomes unavailable.

Tenant Initials: _____

Authorization to Charge

Guest authorizes Owner to charge the credit card on file, apply the security deposit, or pursue other legal remedies for any unpaid damages, losses, excessive cleaning charges, fines, fees, taxes, or other amounts owed under this Agreement.

If damages or losses exceed the security deposit amount, Guest remains fully responsible for the balance.

Tenant Initials: _____

No Waiver

Failure by Owner to immediately assess or collect charges shall not waive Owner's right to recover such amounts at a later date.

Tenant Initials: _____

Travel Insurance Recommended

Guests are strongly encouraged to purchase travel insurance to protect against cancellation costs, property damage liability, medical emergencies, weather-related interruptions, and other unforeseen events.

Tenant Initials: _____

11) Housekeeping

No daily maid service is included. If desired, Owner can **recommend** local services for hire.

12) Pets (Dogs Only; No Cats)

Dogs only; no cats. All dogs **must be pre-approved in writing** and require a pet fee/deposit. Provide **vet records** showing current vaccinations and **flea/tick** prevention **before arrival**. Bringing a non-approved dog or failing to pay pet fees/deposits is a **material breach** and may result in **immediate eviction without refund** and/or forfeiture of deposit.

There is a **limit on the number and size of dogs permitted**. A maximum of **two (2) dogs** are allowed per reservation, with a **combined weight limit of 60 pounds** (or **no single dog over 30**

pounds, unless otherwise approved in writing). Exceptions may be made for smaller breeds or service animals with proper documentation at the Owner's sole discretion.

NO DOGS ARE ALLOWED IN THE POOL OR HOT TUB — WITHOUT EXCEPTION. For health and safety reasons, pets are never permitted in or near the pool or hot tub areas. Any violation will result in a cleaning and filtration charge billed to your credit card or deducted from your deposit.

If it is determined that a dog or other pet has entered or swum in the pool or spa, the guest will be responsible for the **extra cleaning and filtration costs** required to remove pet hair and contaminants. The **cleaning cost will be charged directly to the credit card on file** or deducted from the security deposit.

Pet Clean-Up and Leash Policy: Guests are **required to always pick up after their pets**, both on the property and in public areas. All dogs must be kept **on a leash at the beach** and in all shared or outdoor spaces, per Monroe County and City of Marathon ordinances.

Failure to comply with any pet-related rule—including exceeding pet limits, bringing unapproved pets, picking up after pets or omitting required vet documentation—may result in immediate eviction and forfeiture of the total security deposit.

Tenant Initials: _____

13 A) Damage Coverage Options: Insurance or Credit Card on File

Guests are required to provide a valid form of **damage coverage** for their stay. There are two available options:

1. **Guest-Provided Insurance:**

Guests may purchase their own **short-term rental damage insurance policy** from a licensed provider and must list one of the following as an **Additional Insured and Certificate Holder**:

- **FloridaKeysVillas.com / Evergreen Ventures Holding of Marathon LLC**
- **619 Sombrero LLC**
- **711 8th St LLC**
- **Liz Kohout or Robert Stephens**

Proof of coverage, including the policy number and coverage limits, must be emailed to the Owner/Manager **at least 30 days prior to arrival**. The policy must remain active through the entire rental period. If proof is not received or coverage is deemed insufficient, the credit card option below will apply automatically.

Minimum Coverage Requirement and Secondary Liability:

All guest-provided insurance policies must include a **minimum coverage limit of \$5,000 USD per stay** for accidental damage to the Property, furnishings, pool, hot tub, landscaping, and contents.

If the guest's insurance policy fails to cover the full cost of damage, loss, or cleaning — or if the insurer denies the claim for any reason — the guest remains **personally responsible** for the uncovered amount. Any unpaid balance will be **charged to the guest's credit card on file** in accordance with Addendum A and B.

Proof of coverage must clearly state the insurance company's name, policy number, effective dates, and coverage limits, and list the Owner/Manager and related LLCs as Additional Insured and Certificate Holder.

2. Credit Card Damage Hold:

If the guest does not provide a valid insurance policy as described above, a **credit card must be kept on file**. The card may be charged for repair, replacement, cleaning, or loss as defined under the **Damage and Credit Card Authorization Addendum (Addendum A & B)**.

The pre-authorization or charge will only be processed in accordance with the documented damage inspection and notice procedure.

Guests must choose one of the above options **before check-in**. Failure to provide damage insurance or a valid credit card authorization will result in **cancellation of the reservation** and forfeiture of deposits paid.

Tenant Initials: _____

13) End of Term; Security Deposit

Return the Property in **as-good and clean condition** as at check-in, normal wear excepted, with furniture and items **in their original places**. Guest authorizes Owner to deduct from the **Security Deposit**: damage, excessive cleaning, utilities or extraordinary bills caused by Guest, and any unpaid amounts. Deposits are held in a non-interest-bearing account and may be refunded within **10 business days** after the lease ends, less authorized deductions.

Damage Reporting: Guest must **email written notice** (liz.ault.123@gmail.com) of any **pre-existing damage immediately upon arrival and before taking full possession**. Reports first made at or after check-out are presumed not credible and may be rejected.

Tenant Initials: _____

14) Access & Inspections

Owner may **enter without prior notice** to enforce terms or in emergencies. Otherwise, Owner may access **9:00 a.m. – 7:00 p.m.** to make repairs, supply services, or show to buyers/contractors. Failure to vacate upon termination waives process and may result in removal.

If the **City of Marathon** or other government authority requires an **annual fire inspection**, all guests or pets must **vacate the premises and remain outside** during the inspection period (approximately ten minutes). This requirement is **for guest safety, security, and compliance** and occurs **once per year** or as otherwise mandated by the city. Guests agree to cooperate fully during any such inspection.

Tenant Initials: _____

15) Security Cameras (Exterior Only)

Exterior cameras may monitor common/exterior areas for guest safety and insurance. **No interior cameras.** Guest remains responsible for personal security—lock doors, windows, gates, vehicles as prudent.

16) Default; Termination

This Lease is valid only when **accepted in writing** by Owner. Owner may terminate for Guest's breach, including non-payment, noise, occupancy, pets, smoking, breaks any of the house rules or unlawful conduct.

Tenant Initials: _____

17) Cancellations Policy & Travel Insurance

All cancellations must be **in writing** and sent to Liz.ault.123@gmail.com

We understand that plans can change. To be fair to both our guests and our vacation rental business, the following cancellation policy applies to all reservations.

Strongly Recommended: Purchase **travel insurance** covering hurricanes, force majeure, illness, travel disruptions, and other unforeseen events.

Peak Season

The following periods are considered **Peak Season** due to high demand in the Florida Keys:

Spring Break Season

- March 1 – April 30

Lobster Mini Season

- The annual two-day Florida Lobster Mini Season (typically the last Wednesday and Thursday of July)

Major Holidays

- New Year's Day (January 1)
- Martin Luther King Jr. Day
- Presidents' Day
- Easter Weekend
- Memorial Day Weekend
- Independence Day (July 4)
- Labor Day Weekend
- Columbus Day / Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Week
- Christmas Week (December 20 – December 31)

Peak Season Cancellation Policy

More Than 90 Days Before Arrival

- Full refund of all monies paid, less any applicable processing fees.

61–90 Days Before Arrival

- 50% refund of all monies paid.

60 Days or Less Before Arrival

- No refund.

Tenant Initials: _____

Regular Season Cancellation Policy

More Than 60 Days Before Arrival

- Full refund of all monies paid, less any applicable processing fees.

31–60 Days Before Arrival

- 50% refund of all monies paid.

30 Days or Less Before Arrival

- No refund.

Strongly Recommended: Purchase **travel insurance** covering hurricanes, force majeure, illness, travel disruptions, and other unforeseen events.

Tenant Initials: _____ All cancellations must be **in writing** and sent to
Liz.ault.123@gmail.com

Early Departures

No refunds will be given for late arrivals, early departures, weather conditions, travel delays, personal emergencies, changes in travel plans, or unused portions of the reservation.

No Refunds for Early Departure

No refunds shall be issued for:

- Late arrivals
- Early departures
- Changes in travel plans
- Illness or injury
- Family emergencies
- Weather conditions
- Airline delays or cancellations
- Traffic conditions
- Government travel advisories
- Any other circumstances beyond the control of the Property Owner

Tenant Initials: _____

Hurricanes and Mandatory Evacuations

If local authorities issue a **mandatory evacuation order** for the property location during the reserved stay:

- Guests will receive a prorated refund for any unused nights affected by the mandatory evacuation.
- No refunds are provided for voluntary evacuations or travel concerns when no mandatory evacuation order exists.

Tenant Initials: _____

Travel Insurance Recommended

We strongly recommend purchasing travel insurance to protect your vacation investment against unexpected cancellations, medical emergencies, weather-related travel disruptions, or other unforeseen circumstances.

- **Strongly Recommended:** Purchase **travel insurance** covering hurricanes, force majeure, illness, travel disruptions, and other unforeseen events.
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Reservation Acknowledgment

By submitting a reservation payment at the time of booking or final payment, guests acknowledge that they have read, understood, and agree to this cancellation policy.

FloridaKeysVillas.com / Evergreen Ventures Holdings of Marathon LLC
Luxury Waterfront Vacation Rentals in the Florida Keys ❤️

Tenant Initials: _____

18) Indemnification & Assumption of Risk

Guest and all in Guest's party **indemnify and hold harmless** Owner/Manager from all claims, losses, liabilities, fines, and attorneys' fees arising out of Guest's stay. Guest acknowledges inherent risks with pools, spas/hot tubs, docks, canals, kayaks, paddleboards, floating devices, snorkeling gear, toys/games, boats, docks, stairs, baths/showers, griddles, BBQs/smokers, gas ovens, and propane.

Tenant Initials: _____

19) Outages; Maintenance

Appliance/HVAC outages, roof leaks, and similar issues can occur. Owner endeavors to repair **as promptly as practicable** subject to contractor availability. **No rent refunds** for outages, maintenance, or structural issues.

20) Weather/Force Majeure; Shortened Stays

No refunds for adverse weather, force majeure, or ruined expectations. See travel insurance recommendation.

Force Majeure

The Property Owner shall not be liable for any failure or interruption in the availability, use, occupancy, or enjoyment of the Property due to circumstances beyond the reasonable control of the Property Owner, including but not limited to:

- Hurricanes
- Tropical storms
- Flooding
- Severe weather events
- Acts of God
- Fire
- Utility outages
- Internet or cable outages
- Government orders
- Public health emergencies
- Epidemics or pandemics
- Civil disturbances
- Acts of terrorism
- War
- Labor disputes
- Transportation disruptions
- Mandatory evacuations
- Any other unforeseeable event beyond the Property Owner's control

Except where required by law, Force Majeure events shall not entitle Guest to a refund beyond amounts recoverable under this Cancellation Policy.

Tenant Initials: _____

21) Pool/Spa/Hot Tub/Water Safety

Guest is solely responsible for water safety and shall supervise minors **at all times** around pool, spa/hot tub, canal, and dock. **No lifeguard on duty. No diving. No running in wet areas.** Spa/hot tub temp **shall not exceed 103°F**. Minors (under 18) may use spa/hot tub or dock **only with constant adult supervision**.

No scuba or diving equipment is allowed in the pool or hot tub. In addition, **no equipment, toys, or items used in the ocean or salt water** — including but not limited to **snorkeling gear, masks, fins, flotation devices, or toys** — may be placed in the pool or hot tub. Salt water and ocean organisms can cause **black mold and contamination** in pool systems. Violations of this policy may result in **additional cleaning and remediation charges** deducted from the security deposit or billed to the guest's card on file.

No dogs or pets are allowed in the pool or hot tub. If it is determined that a dog or other pet has entered or swum in the pool or spa, the guest will be responsible for the **extra cleaning and filtration costs** required to remove pet hair and contaminants. The **cleaning cost will be charged directly to the credit card on file** or deducted from the security deposit.

Tenant Initials: _____

22) Fire Alarms; Safety

Fire/smoke alarms are believed operable at check-in. **All units undergo an annual professional inspection, and batteries are replaced as required** to ensure proper operation. Notify Owner immediately if any device chirps, signals, or shows a low battery or malfunction. Guests shall not tamper with or disable smoke detectors, or any other safety equipment for any reason.

23) Personal Security

Lock doors/windows/gates/vehicles when prudent. Do not leave valuables unsecured.

24) TV/Internet; Content & Outages

Streaming TV apps and **wireless Internet** are provided at the service levels selected by Owner. **No refunds** for outages, speed, content availability, or personal preferences. Property typically has **several televisions**.

25) No Smoking or Vaping inside House

Strictly no smoking or vaping inside. If smoking or vaping occurs or evidence/odor is detected, a **\$500 deep-clean fee** (minimum) will be charged and may include additional remediation costs. If smoking outside, use proper receptacles and remove all debris.

Tenant Initials: _____

26) Amenities; No Warranties

Amenities listed on websites are for general guidance only and **not guaranteed**. Appliances, A/C, TVs, and other items may fail and will be repaired as soon as reasonably possible; refunds are not provided.

Please remember that we **live on an island**, and replacement parts, electronics, and major appliances must often be **ordered or acquired from the mainland**. Delivery and service times may therefore take **several days or even weeks**, depending on availability and shipping. Guests understand and accept that delays are normal in the Florida Keys and that **no refunds or credits** will be given for such delays or outages.

Tenant Initials: _____

27) Air Conditioning, Windows & Doors

Air Conditioner Care – Please Read

To ensure your comfort and help keep the air conditioning system operating properly, please follow these guidelines during your stay:

Recommended Temperature Setting

Please keep the thermostat set between **72°F and 75°F**. Due to the Florida Keys' hot and humid climate, setting the temperature lower than 72°F can cause the air conditioning system to freeze up and stop working.

Do **not** leave windows or doors open while the air conditioner is running. Doing so allows humid outdoor air to enter, which can cause the **air conditioning system to freeze up** and stop

functioning. Likewise, lowering the thermostat **below 70°F** (in a large home) can also cause the system to freeze and require repair.

⚠ **Important Weekend Service Notice**

If the air conditioning system freezes because it has been set too low, repair services may not be available on weekends. In many cases, the system must remain off until it naturally thaws and service can be provided, which may not be until Monday.

🌀 **Fan Setting**

Please leave the thermostat fan setting on "**FAN AUTO.**"

The system has been programmed to operate correctly in the "**FAN AUTO**" setting. When set to "**FAN ON**" (**don't use this setting**), the fan runs not the air conditioning. "**FAN ON**" setting continuously can actually reduce the system's ability to remove humidity from the air, making the home feel less comfortable while increasing wear on the equipment.

All A/C units are **regularly maintained**, and any malfunction due to **improper use**—such as open doors/windows or excessive thermostat lowering—will be considered **tenant-caused damage**. If service is required because of misuse, the cost of the **HVAC repair** will be charged to the **guest's credit card** or deducted from the **security deposit**. Note that weekend or after-hours repairs may result in **no air conditioning for a day or more**, depending on technician availability.

Leaving doors or windows open also invites **insects and other creatures** into the home. If pest control service or extermination is required due to negligence, the **exterminator fee** will likewise be charged to the guest.

Please be mindful to keep doors and windows closed and to use the air conditioning system responsibly for comfort and to avoid costly damage.

Tenant Initials: _____

28) Property Maintenance, Landscaping, Exterminator & Service Providers

To keep the property clean, safe, and beautiful, several service providers perform scheduled work throughout the week. Guests should expect and allow access for the following:

- **Pool Cleaner:** Performs regular pool and spa maintenance to ensure water safety and cleanliness.
- **Landscaper:** Maintains the lawn, gardens, and exterior grounds.
- **Garbage Crew:** Handles trash and recycling removal on scheduled pickup days.

Please be aware of the **coming and going of these service professionals** during your stay. They are part of regular property maintenance and help maintain the high standards of the villa.

Our garbage crew will **take out the appropriate bins to the street and return them** after pickup at the proper times. Guests are asked to **follow the garbage and recycling rules** posted on the signs inside the home or listed online at **FloridaKeysVillas.com**.

Please **do not take the garbage cans to the street yourself**. The **City of Marathon issues fines** if cans are placed out too early or not brought back in promptly. Our team ensures this is done correctly and on time. Unauthorized movement of bins can result in city fines or service disruptions, which will be billed to the guest if caused by noncompliance.

This system ensures guests do not have to handle trash from previous visitors and keeps the property clean for everyone. Note that **garbage pickup times do not always align with guest check-out**, so bins may still be awaiting pickup when you arrive.

Please do not move or block garbage cans or doors with boat trailers and allow access for the maintenance team when needed.

29) Rentability; Casualty

If the premises are rendered **uninhabitable** by fire or other casualty **on-site**, Owner will refund a **prorated** share of prepaid rent for unusable nights. Off-site conditions or inoperable appliances do not terminate this Lease.

Tenant Initials: _____

30) Subletting

NO SUBLETTING OR ASSIGNMENT

This Agreement is personal to the Guest who made the reservation and may not be assigned, transferred, sublicensed, sublet, advertised, or otherwise provided to any other person or entity without the prior written consent of Owner.

Guest shall not:

- Sublet any portion of the Property.
- Assign or transfer this reservation to another person.
- Advertise the Property for rent on Airbnb, VRBO, Booking.com, Facebook Marketplace, Craigslist, social media platforms, or any other website or service.
- Accept payment from any third party for use or occupancy of the Property.

- Permit occupancy by persons not disclosed during the booking process or approved by Owner.

Only the registered Guest and approved occupants listed on the reservation may occupy the Property.

Any unauthorized subletting, assignment, transfer, or occupancy shall constitute a material breach of this Agreement and may result in immediate termination of the rental, eviction without refund, forfeiture of all payments made, and additional charges for damages, costs, attorney's fees, and expenses incurred by Owner.

Owner reserves the right to deny entry or remove any unauthorized occupants from the Property.

Tenant Initials: _____

31) Utilities

Unless otherwise stated in the Reservation, standard utilities are included.

32) Legal Terms, Dispute Resolution & Indemnification

Indemnity & Hold Harmless

Guest shall indemnify and hold Owner/Manager of **FloridaKeysVillas.com, Evergreen Ventures Holding of Marathon LLC, 619 Sombrero LLC, 711 8 St LLC, Liz Kohout, or Robert Stephens** harmless from all claims, causes of action, losses, costs (including reasonable attorneys' fees), liabilities, fines, or expenses arising from Guest's stay, including actions of third parties in Guest's party.

Dispute Resolution; Venue

Any dispute arising under this Agreement shall be resolved in **small claims or court**. If litigation is required, **venue and jurisdiction shall lie exclusively in the courts of Monroe County, Florida.**

Remedies & Attorneys' Fees

If Owner/Manager brings a successful action to collect unpaid charges, Guest agrees to pay reasonable attorneys' fees, collection costs, and court costs.

Tenant Initials: _____

33) SEVERABILITY

If any provision, paragraph, sentence, clause, or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, unenforceable, or contrary to applicable law, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

The parties agree that the remainder of this Agreement shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. Any invalid or unenforceable provision shall be deemed modified and interpreted so as to most closely accomplish the original intent of the parties while complying with applicable law.

34) Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, including by **email, fax, or electronic signature**, each deemed an original. Aggregated copies constitute one instrument.

35) Parties & Events; Parking; Noise

No fraternity/sorority/after-prom or similar youth group gatherings. Property is **not zoned for public events.** **Parking: Max 6 vehicles** in driveway. **Boat trailers: up to 2 small or 1 large** (confirm fit). **Noise rules apply;** see §4. **No speakers/microphones/amplification** per §4.

Tenant Initials: _____

36) Miscellaneous

- Guest and all invitees agree to **indemnify/hold harmless** Owner/Manager.
- Provide a copy of a **current driver's license** for the lead Guest.
- **Extra/heavy-duty or specialty cleaning** (e.g., rugs/upholstery/odor remediation) will be charged to Guest and may be deducted from deposit and/or charged to card.
- **Severability:** If any clause is invalid, the remainder stays in effect.
- **Survival:** Payment/indemnity/damage/authorization provisions survive checkout.

Tenant Initials: _____

ADDENDUM A – PAYMENTS & CREDIT CARD AUTHORIZATION

A1) Definitions

“**Property**” = the vacation rental described in the Reservation.

“**Guest**” = the lead guest who signs this Agreement **and** all persons in Guest’s party.

“**Damage(s)**” = any loss, theft, destruction, repair, replacement, cleaning, or special cleaning required because of Guest’s use of the Property.

A2) Credit Card Authorization; Payment & Post-Stay Charges

Guest authorizes Owner/Manager **Evergreen Ventures Holding of Marathon LLC** to **retain Guest’s credit card on file** and to **charge** for: (a) unpaid rent/fees/taxes; (b) repair/replacement for Damages to Property or contents; (c) professional or excess cleaning beyond normal; (d) extraordinary utilities/water or other charges caused by Guest; and (e) administrative fees under A6. Guest expressly authorizes charges amounts incurred **up to full replacement/repair cost without further signature** per following the procedures in Section A5).

A3) Pre-Authorization Hold / Security Deposit

At or before check-in, Owner/Manager **Evergreen Ventures Holdings of Marathon LLC** will place a **pre-authorization hold** of **\$1,500.00** (or 15% of rent). This is not a charge and is released Guest’s card issuer’s policies after checkout, provided no charges are assessed under Section 2. Owner/Manager may, at Owner/Manager’s sole discretion and consistent with applicable law, require an additional hold for specific high-value items or parties.

A4) Joint & Several Liability

All persons in Guest’s party are **jointly and severally liable** for all obligations (including Damages and stolen/missing items) whether or not each signed. Guest agrees to inform all persons in Guest’s party that they are responsible for compliance and for damages.

A5) Damage Assessment, Notice & Process, Dispute Resolution; Venue

a. Owner/Manager will perform a post-checkout inspection within 24 hours (or up to 72 hours if cleaning schedules require it). If Owner/Manager identifies Damage, Owner/Manager will (i) document the Damage with dated photographs and repair/replacement estimates or invoices; and (ii) provide Guest a written Damage Notice by email within **14 calendar days** after checkout that includes: itemized list of damaged/missing items, photos, invoices or good-faith estimates, and the total amount to be charged.

b. Guest shall have **14 calendar days** from the date of the Damage Notice to dispute charges in writing. Failure to timely dispute will constitute acceptance of the charges. Owner/Manager

reserves the right to proceed with the authorized card charge upon issuance of the Damage Notice or after the dispute period ends.

Disputes under this Addendum follow **Section 32/General Venue: Marathon, Monroe County, Florida**. Parties may agree in writing to pursue small claims/court. Prevailing party entitled to **reasonable attorneys' fees and costs**.

A6) Replacement Cost, Depreciation & Administrative Fee

For repaired or replaced items, Owner/Manager may seek full replacement cost (not merely depreciated value) when replacement is required to restore the Property to its posted condition.

Owner/Manager may charge a reasonable **administrative processing fee** of **\$ 250.00 or 2.5%** for large-item replacements/claims to cover processing, shipping, coordination, and accounting.

A7) Acceptance

Guest accepts these terms by **signature or electronic acceptance** at booking. Refusal voids reservation and no stay will be permitted.

Tenant Initials: _____

ADDENDUM B – DAMAGE ASSESSMENT & CHARGE PROCESS

B1) Inspection & Notice

Owner/Manager will complete a **post-checkout inspection** within **24 hours** (or up to **72 hours** if cleaning schedules require). If Damage is identified, Owner will:

- (i) **Document** with dated photos/videos and estimates/invoices; and
- (ii) **Email a written Damage Notice** within **14 calendar days** after checkout with an itemized list, photos, invoices/estimates, and the **total amount** to be charged.

B2) Guest Response Window

Guest has **14 calendar days** from the Damage Notice date to **dispute in writing**. Failure to timely dispute constitutes **acceptance**. Owner may proceed to charge upon issuance of the Notice or after the dispute window closes.

B3) Replacement Cost; Depreciation

If replacement is reasonably required to restore the Property to its posted/advertised condition, Owner may seek **full replacement cost** (not merely depreciated value).

B4) Theft / Missing Items

If theft is reasonably suspected, Owner may **charge replacement value, report to law enforcement, and cooperate with investigation**. Removing wall-hung artwork, electronics, linens, or other property is theft.

B5) Evidence & Receipts

Upon charging the card, Owner will provide a **final invoice** showing itemized charges, photos, receipts, and repair/replacement dates. Contractor invoices will be provided when outside vendors are used.

B6) Emergency Repairs

If immediate repair is needed to prevent further loss (e.g., running water leak), Owner may arrange **emergency repairs** and charge the actual **cost plus administrative fee**. Owner will document the emergency and provide evidence to Guest.

Tenant Initials: _____

SIGNATURES & INITIALS

Acceptance

Guest acknowledges having read and agrees to these terms by signing below or by electronic acceptance at time of booking. Refusal to sign will void any reservation and no stay will be permitted.

Guest Initials (acknowledge Addendum A & B): _____ **Date:** _____

Lead Guest Signature: _____

Print Name: _____

Date: _____

Additional Responsible Adult #1 Signature: _____

Print Name: _____

Date: _____

Additional Responsible Adult #2 Signature: _____

Print Name: _____

Date: _____

Owner/Manager (Liz Kohout) Signature: _____

Date: _____

Attachments & References

- **House Rules & Signs** (including pool/spa rules, trash days, Wi-Fi info, emergency contacts) are posted or hanging on walls in the house and or on website FloridaKeysVillas.com online.
- Pet Vet Records for **Flea & Tick Meds proof** you can send to Liz.ault.123@gmail.com (if applicable)
- Please send a **copy of your driver's license** to complete your agreement to this lease.
- Invoice/Reservation Summary (rates, taxes, card fee if applicable, deposit/hold amounts)
- **Credit Card Authorization Form** (for security reasons will be sent separately for you to sign) to complete this agreement.

Note: Laws and regulations can change. All compliance with current Monroe County and State of Florida requirements, including transient rental ordinances and consumer protection disclosures.